

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Bky. No. 09-30552

In re:

**John Richard Moore,
Debtor.**

Chapter 7

**Wells Fargo Bank, N.A.,
Plaintiff,**

Adv. Pro. No.

vs.

**STIPULATION REGARDING
DISCHARGEABILITY OF DEBT**

**John Richard Moore,
Defendant.**

**Plaintiff, Wells Fargo Bank, N.A., by and through its attorney of record,
Richard S. Ralston, and Defendant John Richard Moore, represented by their
attorney, Larry D. Johnson, hereby stipulate as follows:**

- 1. On or about 01/30/2009, Defendant filed for relief under Chapter 7 of
the Bankruptcy Code.**
- 2. On the date of filing of the petition in this case, Defendant was indebted
to Plaintiff for the sum of \$9,238.52 on charge account number
XXXXXXXXXXXX6751.**
- 3. The sum of \$4,000.00, owed by Defendant to Plaintiff, shall be excepted
from discharge by order of this court. The court shall enter judgment against
Defendant in favor of Plaintiff for the amount of \$4,000.00.**



4. Plaintiff shall forbear from collecting the amount excepted from discharge, for so long as Defendant continues to make payments pursuant to the following payment plan: Defendant shall pay Plaintiff \$50.00 on 05/01/2009, and \$50.00 on the first day of each subsequent month, with no interest, until \$4,000.00 has been paid in full. Defendant may prepay at any time.

5. Monthly payments are to be made payable to:

Wells Fargo Bank, N.A.
c/o Weinstein & Riley, PS
P.O. Box 3978
Seattle, WA 98124

INCLUDE ACCOUNT NUMBER ON PAYMENTS

6. In the event Defendant defaults in payment, Plaintiff shall be entitled to declare \$4,000.00 excepted from discharge, less principal payments made to date, immediately due and payable. Prior to accelerating, Plaintiff shall give Defendant written notice of default with 14 days opportunity to cure. Defendant may cure such default by paying the delinquent payment(s) and late fee(s) within 14 days from the postmark of the notice.

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7. The acceptance of late payments by Plaintiff shall not be construed as a waiver of Defendant's obligation to make timely payments. Plaintiff's forbearance from exercising any of its rights hereunder shall not be construed as a waiver of those rights.

Dated: 4-3-09



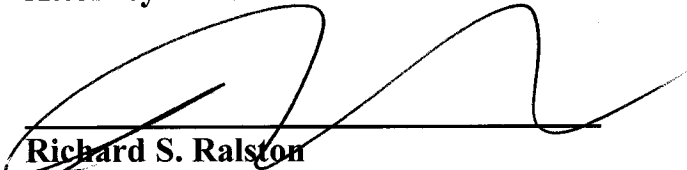
John Richard Moore
2245 Bush Street
Red Wing, MN 55066
Defendant

Dated: 4.3.09



Larry D. Johnson
Minn. State Bar # 030010X
1828 Old West Main St.
Red Wing, MN 55066
Attorney for Defendant

Dated: 4/6/09



Richard S. Ralston
Minn. State Bar # _____
2001 Western Avenue-Suite 400
Seattle, WA 98121
Attorney for Plaintiff

